

1 THOMAS M. KERR (STATE BAR NO. 241530)  
2 HOLME ROBERTS & OWEN LLP  
3 560 Mission Street, 25<sup>th</sup> Floor  
4 San Francisco, CA 94105  
5 Phone: (415) 268-2000  
6 Fax: (415) 268-1999

7 Attorney for Plaintiffs  
8 WARNER BROS. RECORDS INC.; SONY  
9 BMG MUSIC ENTERTAINMENT; and  
10 ARISTA RECORDS LLC

11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

WARNER BROS. RECORDS INC., a  
Delaware corporation; SONY BMG  
MUSIC ENTERTAINMENT, a  
Delaware general partnership; and  
ARISTA RECORDS LLC, a Delaware  
limited liability company,

Plaintiffs,

vs.  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

GREGORY COLE,

Defendant.

Case No.: C-06-6754-PJH

**Related Cases:**

[PROPOSED] JUDGMENT AND  
PERMANENT INJUNCTION  
BASED ON STIPULATION

1       The Court, having considered the Stipulation to Judgment and Permanent  
2 Injunction executed by the parties,

3

4       IT IS ORDERED AND ADJUDGED THAT:

5

6       1.       Plaintiffs have alleged that Defendant distributed (including by  
7 uploading) and/or reproduced (including by downloading) via the Internet or an  
8 online media distribution system copyrighted sound recordings owned or  
9 controlled by the Plaintiffs, without Plaintiffs' authorization, in violation of 17  
10 U.S.C. § 501. Without admitting or denying liability, Defendant has not contested  
11 plaintiffs' allegations, and has acknowledged that such conduct is wrongful.

12

13       2.       Defendant shall pay to Plaintiffs in settlement of this action the total  
14 sum of \$10,350.00.

15

16       3.       Defendant shall pay Plaintiffs' costs of suit (complaint filing fee and  
17 service of process fee) in the amount of \$350.00.

18

19       4.       Defendant shall be and hereby is enjoined from directly or indirectly  
20 infringing Plaintiffs' rights under federal or state law in any sound recording,  
21 whether now in existence or later created, that is owned or controlled by Plaintiffs  
22 (or any parent, subsidiary, or affiliate record label of Plaintiffs) ("Plaintiffs'  
23 Recordings"), including without limitation by:

24

25           a) using the Internet or any online media distribution system to  
26           reproduce (i.e., download) any of Plaintiffs' Recordings, to  
27           distribute (i.e., upload) any of Plaintiffs' Recordings, or to make  
28           any of Plaintiffs' Recordings available for distribution to the

public, except pursuant to a lawful license or with the express authority of Plaintiffs; or

b) causing, authorizing, permitting, or facilitating any third party to access the Internet or any online media distribution system through the use of an Internet connection and/or computer equipment owned or controlled by Defendant, to reproduce (i.e., download) any of Plaintiffs' Recordings, to distribute (i.e., upload) any of Plaintiffs' Recordings, or to make any of Plaintiffs' Recordings available for distribution to the public, except pursuant to a lawful license or with the express authority of Plaintiffs.

13 Defendant also shall destroy all copies of Plaintiffs' Recordings that Defendant  
14 and/or any third party that has used the Internet connection and/or computer  
15 equipment owned or controlled by Defendant has downloaded without Plaintiffs'  
16 authorization onto any computer hard drive or server owned or controlled by  
17 Defendant, and shall destroy all copies of those downloaded recordings transferred  
18 onto any physical medium or device in Defendant's possession, custody, or control.

20       5.     Defendant irrevocably and fully waives notice of entry of the  
21 Judgment and Permanent Injunction, and understands and agrees that violation of  
22 the Judgment and Permanent Injunction will expose Defendant to all penalties  
23 provided by law, including for contempt of Court.

25        6.      Defendant irrevocably and fully waives any and all right to appeal this  
26 Judgment and Permanent Injunction, to have it vacated or set aside, to seek or  
27 obtain a new trial thereon, or otherwise to attack in any way, directly or  
28 collaterally, its validity or enforceability.

1       7. Nothing contained in the Judgment and Permanent Injunction shall  
2 limit the right of Plaintiffs to recover damages for any and all infringements by  
3 Defendant of any right under federal copyright law or state law occurring after the  
4 date Defendant executes the Stipulation to Judgment and Permanent Injunction.

5  
6       8. Defendant shall not make any public statements that are inconsistent  
7 with any term of the Stipulation to Judgment and Permanent Injunction.

8  
9       9. The Court shall maintain continuing jurisdiction over this action for  
10 the purpose of enforcing this final Judgment and Permanent Injunction.

11      DATED: 1/4/07



20  
21  
22  
23  
24  
25  
26  
27  
28